



SCHEDULE C-1

Parents' Bill of Rights for Data Privacy and Security

In accordance with New York State Education Law Section 2-d, the Southern Westchester Board of Cooperative Educational Services ("Southern Westchester BOCES") hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

(1) New York Stated Education Law Section 2-d (Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assure the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in their child's education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the Southern Westchester BOCES will, upon request of parents, legal guardians or eligible students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll. An eligible student is a student who has reached 18 years of age or attends a postsecondary institution.

(2) A student's personally identifiable information cannot be sold or released for any commercial purposes;

(3) Personally, identifiable information includes, but is not limited to:

- i. The student's name;
- ii. The name of the student's parent or other family members;
- iii. The address of the student or student's family;
- iv. A personal identifier, such as the student's social security number, student number, or biometric record;
- v. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
- vi. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- vii. Information requested by a person who the Southern Westchester BOCES reasonably believes knows the identity of the student to whom the education record relates.



(4) In accordance with FERPA, Section 2-d and Southern Westchester BOCES Policy No. 6320, Student Records: Access and Challenge, parents and legal guardians have the right to inspect and review the complete contents of their child's education record.

(5) Southern Westchester BOCES has the following safeguards in place: Encryption, firewalls and password protection, which must be in place when data is stored or transferred.

(6) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review at the following links or can be obtained by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, NY 12234:

http://www.p12.nysed.gov/irs/data_reporting.htm | <http://data.nysed.gov/>
<http://www.p12.nysed.gov/irs/sirs/documentation/nyssisguide.pdf>

(7) Eligible students, parents and legal guardians have the right to have complaints about possible breaches of student data addressed. Any such complaint should be submitted, in writing, to the Data Protection Officer of Southern Westchester BOCES at dpo@swboces.org or at 450 Mamaroneck Avenue, Harrison, New York 10528. Parents can direct any complaints regarding possible breaches via the electronic form on the Southern Westchester BOCES home page, under Resources, and Student Privacy. The complaint form can also be found by going to <https://bit.ly/swbdatabreach>. Alternatively, a written complaint may also be submitted to the Chief Privacy Officer of the New York State Education Department using the form available at <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure> or writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.



Supplemental Information for Agreement with _____ (hereinafter "Company")

(1) The personally identifiable student data or teacher or principal data (collectively, "the Data") received by Company will be used exclusively for the following purpose(s): credential management platform, storage, request and delivery of academic credentials.

(2) The Company will ensure that all subcontractors and other authorized persons or entities to whom Data will be disclosed will abide by all applicable data protection and security requirements, including those mandated by New York State and federal laws and regulations, by the following means: Parchment's Information Security Program utilizes a risk management approach to develop and implement Information Security policies, standards, guidelines, and procedures based on the National Institute of Standards and Technology (NIST) Framework. The foundation of the information security policies and practices are consistent with upholding federal and state requirements, as well as maintaining the Confidentiality, Integrity, Availability, and Safety of data and systems. Any Parchment user found to have violated any policy, standard or procedure may be subject to disciplinary action, up to and including termination of employment. Violators of local, state, Federal, and/or international law may be reported to the appropriate law enforcement agency for civil and/or criminal prosecution

(3) The Agreement with Company commenced on June 7, 2023. The initial term ends on June 30, 2024__; however, the term is automatically renewed for 12-month periods unless Company or Southern Westchester BOCES provide notice of non-renewal at least thirty days prior to the expiration of the applicable term. Upon the expiration or termination of the Agreement, all Data will be (check all that apply and fill in required information):

- Returned to Customers by _____ [date] in the following format(s): _____

- Returned to Southern Westchester BOCES by _____ [date] in the following format(s):

- Securely destroyed by [date] in the following manner:

•X Other – explain _____ Per last bullet in Section 4 of Attachment C, if Southern Westchester BOCES requests that Parchment destroy applicable Personal Data, Parchment will securely destroy such data as defined in the agreement (purged from Parchment following 30-day retention period). Member also has access to pull their own history if needed. Upon written notification at termination, Parchment will securely destroy member data as defined in the agreement, purged by wiping drives by writing zeros to all bits, following the 30-day retention period. The Member also has access to pull their own history if needed.

- If student data or teacher or principal data is to be maintained by Company for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Company in a secure data facility located within the United States.



(4) In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to its Agreement with Southern Westchester BOCES, the challenge will be directed to Southern Westchester BOCES and processed in accordance with the procedures of Southern Westchester BOCES. In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to its Agreement with Southern Westchester BOCES, the challenge will be directed to Southern Westchester BOCES and processed in accordance with the procedures Southern Westchester BOCES has established for challenging annual professional performance review ("APPR") data.

(5) Describe where the Data will be stored (in a manner that will protect data security) and the security protections that will be taken by Company to ensure the Data will be protected and data security and privacy risks mitigated: _____

Parchment systems are hosted on Amazon Web Services (SOC 1, SOC 2, and SOC 3) deployed across multiple availability zones. Providing our members and learner communities with trusted Uptime and Reliability.

Parchment protects sensitive data at rest with appropriate encryption and physical security protections. _____

(6) Describe how the Data will be protected using encryption while in motion and at rest:
https tfs1.2 and AES256 at rest

Company Name: Parchment LLC

Authorized Signature: Matthew Pittinsky

Authorized Signer's Name & Title: Matthew Pittinsky, Chief Executive Officer

Date: 06 / 06 / 2023



[NOTE: ONLY required if School District/Customer signs an Agreement with Company]

SCHEDULE C-2

[Signed copy of Customers' Parents' Bill of Rights for Data Privacy and Security]



ATTACHMENT D

Description of Parchment Services: Southern Westchester BOCES K12

The Parchment Services described in the Agreement shall enable Record Owners to order and request delivery of Records from the record holding institution to Record Recipients (referred to as "Parchment Send"). Parchment Send also provides a number of additional features and functions, including record retrieval and the delivery of Analytics. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and/or to print and manually send Records to Record Recipients. Member hereby designates Parchment as the Member's authorized provider in sending official copies of Records, on paper or electronically, to Record Recipients, and agrees to provide such documents and certificates as Parchment reasonably requests, to confirm such authority to prospective Record Recipients. The Parchment Services provides Member with several processing options, while providing a secure and intuitive online workflow for current students/alumni to request their credentials to be sent to any recipient worldwide. The Parchment Services provide full tracking, notifications, and reporting to both the Member's administrators and current students/alumni.

The Parchment Services shall be provided with the following features/functionality:

- 3.1 Fulfillment of receiver-initiated requests through the Document Request interface
- 3.2 eCommerce features to define surcharges to be collected on behalf of the Member, including:
 - Support for different surcharges for current Students or Alumni
 - Support for administrative control of transactions subject to a surcharge (i.e., all transactions or transactions after the first 'X' transactions)
- 3.3 Enhanced transcript upload options
- 3.4 Full transactional reporting
- 3.5 Administrative panel to manage the Member's account including:
 - Grading Periods
 - Approval Settings
 - 'To Do List' Queues Settings
- 3.6 Student Rosters & Registration Codes
 - As part of the implementation process, Members upload a Student Roster for the full student body (grades 9-12)
 - Parchment auto-generates a unique PIN for each student
 - Students (and parents) can use the PIN to register at a Parchment Site
- 3.7 Common App integration with the Common App online school forms to deliver transcripts electronically to Common App member colleges




ATTACHMENT E

Rate Card

(To be attached)

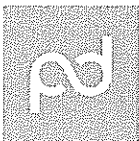
Signature Certificate

Reference number: SY3CJ-CSFAD-5S24F-UH8BX

Signer	Timestamp	Signature
Snaevar Hreinsson Email: snaevar.hreinsson@parchment.com Shared via link		
Sent:	07 Jun 2023 13:16:07 UTC	
Viewed:	07 Jun 2023 13:58:55 UTC	
Signed:	07 Jun 2023 14:00:45 UTC	IP address: 96.255.22.164 Location: Aldie, United States

Document completed by all parties on:
07 Jun 2023 14:00:45 UTC

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Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.

